

SECTION 18. WAIVER. The failure of any party hereto to insist in any one or more instances upon performance of any term or condition of this Agreement shall not be construed as a waiver of future performance of any such term, covenant or condition, but the obligation of such party with respect thereto shall continue in full force and effect.

SECTION 19. BINDING EFFECT. This Agreement shall be binding upon the parties, their heirs, executors, administrators and assigns. Except as otherwise provided herein, this Agreement cannot be assigned, transferred, or sold by either party, nor may either party subcontract their performance, duties and obligations under this contract to any other person, firm corporation or entity without the express prior written consent of the other party.

SECTION 20. FORCE MAJEURE. Pork Tech and Operator shall, either wholly or partially, be relieved of its obligations hereunder during any period of time when performance becomes commercially impossible because of reasons beyond its control involving fire, explosion, strike, war, riot, final governmental regulations or intervention, and acts of God (each a "Force Majeure Event"). Operator shall be further relieved of its obligations in case of death of operator and heirs opt to liquidate swine operation, additional reasons permitting Operator to be relieved of obligations under this agreement shall be agreed upon between the parties.

SECTION 21. CAPTIONS. The captions herein are inserted for convenience of reference only and shall be ignored in the construction or interpretation hereof.

SECTION 22. GOVERNING LAW. The parties agree that this Agreement is made in the State of Iowa and that the law of Iowa shall govern any action or dispute arising under this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date and year first above written.

Operator

(Please Type or Print Name
and Title, if applicable)

S.S. or Fed. ID #

Pork Technologies, Inc.

By

Its

(Please Type or Print
Name and Title)